

# APPROVED

FEB 18 2021

## BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 21-027

DATE February 18, 2021

C.D. VARIOUS

### BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: VARIOUS LOCATIONS – PROPOSED AGREEMENT WITH THE LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK FOR THE USE OF THREE DEPARTMENT OF RECREATION AND PARKS (RAP) FACILITIES AND ADDITIONAL FACILITIES AS NEEDED TO HOST VOTING CENTERS FOR THE UPCOMING SPECIAL PRIMARY AND GENERAL ELECTIONS FOR SENATE DISTRICT NO. 30 - CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) [AGREEMENT TO USE EXISTING FACILITIES INVOLVING NEGLIGIBLE OR NO EXPANSION OF USE] OF CITY CEQA GUIDELINES AND ARTICLE 19, SECTION 15301 OF CALIFORNIA CEQA GUIDELINES

AP Diaz \_\_\_\_\_ M. Rudnick \_\_\_\_\_  
H. Fujita \_\_\_\_\_ <sup>for</sup> C. Santo Domingo DF \_\_\_\_\_  
V. Israel \_\_\_\_\_ N. Williams \_\_\_\_\_

  
\_\_\_\_\_  
General Manager

Approved X Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

If Approved: Board President Sybil Paton Board Secretary H. Williams

### RECOMMENDATIONS

1. Find that the use of three (3) Department of Recreation and Parks (RAP) facilities, identified in the summary of this Report, to host voting centers open to the public during elections for a period not to exceed three (3) months is consistent with the use of RAP facilities for park purposes;
2. Approve the proposed Voting Center Agreement (VCA)(Attachment 1), substantially in the form as attached to this Report, with the Los Angeles County Registrar-Recorder/County Clerk for the use of three (3) RAP facilities to host voting centers open to the public for a period not to exceed three (3) months, subject to the approval of the City Attorney as to form;
3. Approve the hosting of voting centers on three (3) RAP facilities as detailed in the summary of this Report;
4. Authorize RAP's General Manager or designee to execute the VCA upon the completion of all required approvals and to amend the VCA as necessary to reflect any modification

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in operational support to be given by RAP at the facilities as may be determined by the General Manager to be in the best interest of RAP;

5. Determine that the proposed Project, consisting of an agreement to use existing facilities involving negligible or no expansion of use, is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) [Agreement to use existing facilities involving negligible or no expansion of use] of City CEQA Guidelines as well as to Article 19, Section 15301 of California CEQA Guidelines and direct RAP staff to file a Notice of Exemption (NOE);
6. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing an NOE: and
7. Authorize RAP staff to make necessary technical corrections to carry out the intent of this Report.

### SUMMARY

On October 15, 2020, the Board of Recreation and Park Commissioners (Board), through Report No. 20-206, approved a Voting Center Agreement with the Los Angeles County Registrar-Recorder/County Clerk (RR/CC) which allowed the use of thirty-four (34) RAP facilities as host locations for voting centers in the November 3, 2020 Presidential General Election. Recently, RR/CC staff approached RAP concerning the need to utilize RAP facilities for a special election. Due to the resignation of State Senator Holly J. Mitchell, who was elected to the Los Angeles County Board of Supervisors, a Special Election for Senate District 30 is required.

RR/CC staff have identified three (3) facilities they would like to utilize as hosts for voting centers for this special election. The three (3) facilities are as follows:

Betty Hill Senior Citizen Center located at 3570 S. Denker Avenue  
Vineyard Recreation Center located at 2942 S. Vineyard Avenue  
Mar Vista Recreation Center located at 11430 Woodbine Street

RAP staff has reviewed the proposed sites and find them acceptable. It should be noted that Betty Hill Senior Citizen Center and Vineyard Recreation Center were utilized as Voting Centers during the November 3, 2020 election.

### Vote Center Use Agreement

The proposed VCA is essentially similar to the agreement that the Board approved on October 15, 2020. The term of the proposed VCA is for a maximum period of three (3) months which includes access to the facilities for set-up, election day, and tear-down. It includes a provision that provides reimbursement for costs incurred by RAP which include staff costs related to opening and closing the voting centers and maintaining the restrooms during the election. It should be noted that this VCA covers the time period for the Special Primary Election which will

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occur on March 2, 2021 and Special General Election which will occur May 4, 2021. The proposed VCA is attached to this Report as Attachment 1.

### ENVIRONMENTAL IMPACT

The proposed Project consists of an agreement to use existing facilities involving negligible or no expansion of use. As such, RAP staff recommends that the Board determines that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14), of City CEQA Guidelines and Article 19, Section 15301 of California CEQA Guidelines. RAP Staff will file an NOE with the Los Angeles County Clerk upon Board approval.

### FISCAL IMPACT

All costs related to the work for the operation and maintenance of the vote centers will be the responsibility of RR/CC. There is no fiscal impact to RAP's General Fund as a result of this VCA.

This Report was prepared by Cid Macaraeg, Sr. Management Analyst II, Planning, Construction and Maintenance Branch.

### LIST OF ATTACHMENTS/EXHIBITS

Attachment 1 – Proposed Vote Center Use Agreement with RR/CC



DEAN C. LOGAN  
Registrar-Recorder/County Clerk

## VOTE CENTER FACILITY USE AGREEMENT

Agreement and authorization is granted by the **City of Los Angeles Department of Recreation and Parks** ('Host') to the **Los Angeles County Registrar-Recorder/County Clerk** ('RR/CC') for the lease and use of the designated facility spaces specified in Exhibit "A".

For and in consideration of the following conditions, both parties hereby agree as follows:

**Term:** This Agreement is entered into this \_\_\_\_\_ 2021 upon the execution hereof by the Parties and shall expire on May 7, 2021, unless sooner terminated or extended, in whole or in part, as provided in this agreement.

**Use of Facilities:** Host permits access to the gymnasiums or community rooms, and bathrooms in each facility identified in Exhibit "A" (collectively referenced as "Facilities") and waives any payment for use of these spaces other than associated staff time detailed below.

**Access Schedule:** RR/CC may access the Facilities as follows:

<b>Equipment Delivery &amp; Set-Up (exclusive access begins)</b>	February 26, 2021; 8:00AM to 8:00PM
<b>Election Worker Pre-check Day</b>	March 1, 2020; 12:00PM to 5:00PM
<b>Election Day</b>	March 2, 2021; 6:00AM to 9:00PM
<b>Vote Center Breakdown &amp; Equipment Pick-up (exclusive access ends)</b>	March 3, 2021; 8:00AM to 8:00PM

From February 26, 2021 to March 3, 2021, RR/CC shall have exclusive access and use of the Facilities for operation of vote centers. At all times, Host maintenance staff shall have access to the Facilities to support operations and Host staff will have access and use of staff offices at Facility sites, although not access to gymnasiums or community rooms in which a vote center operates.

Host acknowledges that public voting hours may be extended due to long lines. Pursuant to California Elections Code, any voter in line at the time of closing shall be provided the opportunity to receive and cast a ballot. Any Host staff overtime costs incurred as a result shall be billed to RR/CC and paid by RR/CC as stated below.

RR/CC will coordinate with the City's Superintendents of Recreation identified at Exhibit "A" to identify in advance the dates and details of delivery of vote center materials to each of the Facilities to avoid undue interference with Host operations. Host agrees that the individuals identified on Exhibit "A" shall be available to RR/CC to coordinate vote center set up, break down, access, staff support, or any other emergency or unforeseen circumstances arising at the vote center during the access period. In the event any designated individual on Exhibit "A" becomes unavailable to communicate and coordinate with RR/CC, another individual on Exhibit "A" or other designee shall be immediately designated as the replacement contact to communicate and coordinate with RR/CC on corresponding vote center locations. RR/CC will contact Host within two weeks of the Equipment Delivery & Set-Up date to confirm access to the designated space.

### **Facility Requirements:**

Host will ensure each designated space is free from any activity during the mutually agreed upon access schedule as set forth herein and provide a means of entry, electricity, air conditioning/heating (if available), and restroom access (if available) for RR/CC staff. Host staff will open and close each Facility each day.

Beginning at the start of the access period for each designate space, RR/CC may ensure the space is free from all tables, chairs and other equipment unless use of existing furniture or equipment is informally mutually agreed upon by both parties.

Except for emergency access, Host will ensure that at times RR/CC is not on precise premises for each designated space during the access period, access to each designated space is restricted only to those persons for whom RR/CC has given prior approval. Host will alert RR/CC to any emergency access as soon as possible.

Host will ensure that any network configuration and technical equipment installed by RR/CC in preparation for the election remains unmodified for the period designated in the access schedule of the corresponding Vote Center Election Plan. Host, in collaboration with the City of Los Angeles Information Technology Agency ("ITA") shall provide RR/CC internet access at vote center Facilities via the City Network infrastructure. ITA and Host will charge RR/CC and RR/CC shall reimburse ITA and Host for the cost of labor, materials, and equipment for this support. Host does not guarantee that the City's technology infrastructure will be sufficient to meet the needs of RR/CC.

RR/CC shall be responsible for the Host's cost to repair any damage to a designated facility during its use by RR/CC, including all labor and materials, at Host's cost.

### **Host staff costs:**

RR/CC shall reimburse Host for Host staff costs for all set-up and tear-down work at each designated Facility and all other work required at each site during RR/CC's use of the Facility. Host expects maintenance, recreation, security or and other staff on site at a Facility will be required to support vote center operations. Host staff time is billed at \$38.00 per hour per staff member. Should Host staff be required to work overtime due to extended vote center operations on election day, that staff overtime is billed at time and a half.

An invoice must be submitted to RR/CC after the election showing the breakdown of costs.

Host shall provide RR/CC with detailed invoices for any unforeseen additional cost or fees are incurred by Host in connection with RR/CC's access to the Facilities.

### Health and Safety Plan

The Safe Election Plan (Exhibit C) describes how RR/CC will ensure that public health guidelines are adhered to in all vote centers across LA County from the beginning of equipment set-up, during the voting period and through the breakdown of the vote center. COVID-19 Responsibilities (Exhibit B) outlines the expectations for RR/CC and facility staff in maintaining the cleanliness of the vote center and to safeguard voter, election worker, and Host staff/user health.

### Primary Contacts:

The Host's Primary Contact concerning the terms of this Agreement is Darryl Ford, Superintendent of Planning and Construction for the City of Los Angeles Department of Recreation and Parks, (213) 202-2607, Darryl.Ford@lacity.org.

Host contact for on-site operations at each facility is the regional Superintendent of Recreation responsible for the facility as shown at Exhibit "A." These Superintendents' are the Hosts' contacts for both business and weekend/non-business hours related to facility access, vote center set up and breakdown, emergency and technical operations to be included in the Vote Center Election Plan for each designated space.

The RR/CC's contacts for this Agreement are:

<i>Primary Contact Name</i>	Jazmin Lucero	Phone #	562-832-1055
	jlucero@rrcc.lacounty.gov	Alternate Phone #	562-347-2447
<i>IT Contact Name</i>	Shannon Gadson	Phone #	562-462-2826
	sgadson@rrcc.lacounty.gov	Alternate Phone #	562-277-2118
<i>After Hours/Emergency Contact Name</i>	Jaime Young	Phone #	562-347-2447
	votecenters@rrcc.lacounty.gov	Alternate Phone #	562-229-8865

**Parking Requirements:** RR/CC staff and volunteers are not authorized to utilize parking spaces designed for use by Host staff. RR/CC may utilize other available parking spaces, and a waiver of any parking fees will apply for RR/CC staff and voters at each of the Facilities.

**Promotions and Political Material:** Host agrees RR/CC may remove any political campaign signage or literature and will allow RR/CC to prevent engagement in audible dissemination of electioneering information within 100 feet of a designated voting space. Host agrees not to

conduct any promotional activity tied to the public voting period without prior authorization from RR/CC.

**Termination of the Agreement:** Host shall not cancel or change the location outside of a natural disaster or unforeseen building/structural damage. For avoidance of doubt, Host and RR/CC stipulate that the novel coronavirus COVID-19 pandemic is excluded as a natural disaster or ground for termination for purposes of this Agreement. This Agreement shall remain in effect, with all conditions set forth. RR/CC may at any time and without reason, revoke its request to use the designated facility space. In the event any provision of this Agreement contradicts County of Los Angeles Board policies or any applicable laws, rules, and regulations, RR/CC may terminate this Agreement, effective immediately upon written notice.

**Amendment of the Agreement:** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties. This Agreement may be modified or amended only upon the mutual written consent of both the Host and the RR/CC. Any amendment shall become effective upon the mutual written consent of both the Host and the RR/CC.

**Certificate of Self-Insurance:** This Agreement shall not take effect unless RR/CC provides Host a certificate of self-insurance.

**Indemnity Agreement:** The parties agree to the following indemnification:

a. Pursuant to Government Code Section 895.4 and 895.6, each party shall assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.

b. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code Section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities status as a party to an Agreement or agreement, as defined by Government Code Section 895.

c. In the event of third-party loss caused by negligence, wrongful act or omission by more than one party, each party shall bear financial responsibility in proportion to its percentage of fault as mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

THE ABOVE SITE INDEMNITY AGREEMENT APPLIES TO ONLY ELECTIONS CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

**Electronic Signatures:** The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

**IN WITNESS WHEREOF, and executed as the date first above written above, the Parties to this agreement do hereby agree and consent to all terms and conditions provided herein.**

**Los Angeles County  
Registrar-Recorder/County Clerk**

**City of Los Angeles Department of  
Recreation and Parks**

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Signature and Date

Jaime Young, Assistant Division Manager  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

**EXHIBIT A – CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS VOTE CENTERS**

**CONTACT INFORMATION FOR EACH PARK REGION**

**PACIFIC: RANDY KELLY (310-548-7675)  
VALLEY: ROB DEHART (818-756-8060)**

Betty Hill Senior Citizen Center	Small Classroom	3570 S Denker Ave	Los Angeles	90018	Pacific
Vineyard Recreation Center	Gymnasium	2942 Vineyard Ave	Los Angeles	90016	Pacific
Mar Vista Recreation Center	TBD	11430 Woodbine St	Los Angeles	90066	Valley

## **EXHIBIT B**

### **COVID-19 RESPONSIBILITIES**

#### **LA County RR/CC staff is responsible for:**

- Disinfecting the surfaces of all voting equipment including, but not limited to the Ballot Marking Devices, electronic pollbooks, and central ballot box after voter use.
- Disinfecting the chairs and tables found inside the voting space.
- Wiping high touch areas inside the voting room such as door handles, light switches, counter tops, etc.
- Wherever feasible, doors and windows should be open during hours where election workers are present to increase airflow.
- Where possible, any lines should be maintained outdoors. Where not feasible, lines will be socially distanced.
- Floor markings will be used to assist voters with social distancing inside the vote center and where lines are present in a manner that does not damage to floors.
- Signs will be posted inside and outside the vote center to assist voters with COVID-19 protocols.

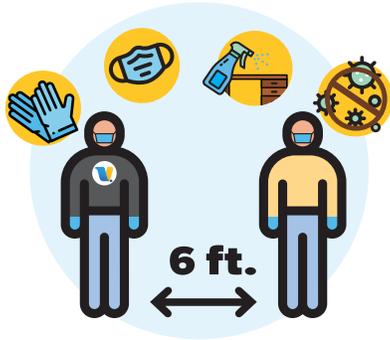
#### **Facility staff is responsible for:**

- Daily/frequent cleaning of the restrooms
- Wiping high touch surfaces outside of the voting space including but not limited to exterior door handles, water/drinking fountain, elevator buttons, etc.
- Cleaning the path of travel from the parking lot to the entrance of the vote center
- Providing extra trash receptacles at the stop station, vote center exit and for election workers
- Daily/frequent trash pick-up
- Assistance with identifying a space outside of the vote center for curbside voting
- Provide additional signage, if needed, to direct voters to the vote center.



## SAFE ELECTION PLAN

The Los Angeles County “Safe Election Plan” aligns with California’s “Election Administration Guidance under COVID-19.” Each was developed in consultation with relevant health authorities using the best public health information available, including guidance provided by the U.S. Centers for Disease Control and Prevention (CDC) and California public health officials.



### The Los Angeles Registrar-Recorder/County Clerk (RR/CC) will:

- Develop a voting location-specific protection plan.
- Train workers on measures to limit the spread of COVID-19, including screening themselves for symptoms and staying home when necessary.
- Establish prevention and self-screenings measures for workers.
- Establish and communicate physical distancing guidelines.
- Implement hand-washing, face covering and disinfection protocols.

## FOR VOTERS

### All registered voters will be mailed a Vote by Mail ballot.

L.A. County will encourage voters to stay home and vote using their mail-in ballot. However, for some individuals it will still be preferable to vote in person. Wherever in-person voting is offered, we will follow the State and County’s public health and safety guidance to provide a safe voting environment.

### COVID-19 Information for Voting In-Person:

- Voters must wear a face covering while at the vote center or waiting in line.
- Face coverings and gloves will be available for voters if requested.
- Hand sanitizer will be provided upon entry and exit of the Vote Center. Hand sanitizer will also be available at key stations during the voting process.
- Social distancing will be enforced while waiting in line and throughout the check-in and voting process.
- ePollbooks and Ballot Marking devices will be sanitized after every voter.
- Voters will be encouraged to take measures to speed up their election process to limit their time in the Vote Center. This includes verifying voter registration in advance, using the Interactive Sample Ballot (ISB) to pre-mark selections, and bringing their Sample Ballot to speed up the voter check-in.
- Voters will be encouraged to take advantage of early voting and vote at off-peak times if possible.
- Curbside voting will continue to be available for voters who are unable to enter the Vote Center.



***Vote Safely  
at Home,  
Make Your  
Voice Heard!***



## FOR ELECTION WORKERS

**Election Workers will be trained to implement the following guidelines:**

- Follow prevention measures while at home to help limit the spread of COVID-19.
- Do not come to the Vote Center if diagnosed with COVID-19, symptomatic, or in contact with a positive patient in prior 14 days.
- Confirmation of self-screening as part of daily worker sign-in.
- Wash hands frequently or use hand sanitizer where soap and water are unavailable.
- Wear protective equipment including face coverings, face shields, and gloves.
- Establish non-contact norms so workers avoid greeting co-workers and voters with physical contact: "Distancing starts at hello."
- Frequently sanitize work items and commonly used surfaces.
- Sanitize ePollbooks and Ballot Marking Devices before start of day, after each voter, on an hourly schedule, and at closing time.
- Minimize the handling of shared objects.
- Limit nonessential visitors to the Vote Center.
- Take special care to disinfect equipment before use by voters with disabilities because they may interact with the equipment in different ways, and some may have unique health vulnerabilities. Accessibility controls for voting equipment will be cleaned before and after each use.
- Single-use disposable ear covers for device headphones will be provided and replaced after each use.

## VOTE CENTER LAYOUT

- A custom Vote Center layout will be created for each location that ensures 6ft physical distance throughout the Vote Center to the extent possible.
- One-directional foot traffic.
- Separate routes for entry and exit where possible.
- Doors propped open.
- Windows will be opened to increase air circulation where possible.
- Check-in stations and Ballot Marking Devices will be placed to create physical distance.
- Each vote center will have a stop station at the entrance where voters will be provided with hand sanitizer. Masks and gloves will be available for voters if needed. An election worker will be stationed here to remind voters of special precautions.
- If weather permits, the number of voters in the facility will be limited by moving lines outdoors.

## SIGNAGE

- Signage to remind voters, observers and workers of physical distancing, face coverings, and updated foot traffic patterns.
- Clear signage to indicate appropriate distances.
- Posted at entrances and highly visible locations.
- Visual cues (e.g., floor markings, colored tape, or signs) will be deployed to remind workers and voters of appropriate distancing.

## MEDIA, SOCIAL MEDIA AND DIRECT COMMUNICATION

**The County's media campaign will include the following components:**

- Voting by mail is a safe choice to avoid exposure to COVID-19 while voting.
- There are alternatives to provide a ballot replacement or to help you cast a ballot without entering a voting site including procedures for requesting a replacement, drop boxes and curbside voting.
- If you must enter a voting location, please:
  - Wear a face covering.
  - Maintain physical distance of at least 6ft from people not from your household.
  - Use hand sanitizer before approaching the check-in station and after voting.
  - Follow any additional guidance provided at the voting location.

This plan serves as a baseline. The RR/CC Safe Election Plan will continue to grow and expand as new guidance and recommendations continue to come out.